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Contract

## **Main Programme Insurance**

Ashford Borough Council

F03: Contract award notice

Notice identifier: 2023/S 000-012189

Procurement identifier (OCID): ocds-h6vhtk-038a1a

Published 27 April 2023, 4:26pm

### **Section I: Contracting authority**

#### **I.1) Name and addresses**

Ashford Borough Council

Civic Centre, Tannery Lane

ASHFORD

TN231PL

#### **Contact**

Stephanie Leonard

#### **Email**

[stephanie.leonard@ashford.gov.uk](mailto:stephanie.leonard@ashford.gov.uk)

#### **Telephone**

+44 1233330371

#### **Country**

United Kingdom

**Region code**

UKJ45 - Mid Kent

**Justification for not providing organisation identifier**

Not on any register

**Internet address(es)**

Main address

<https://www.ashford.gov.uk/>

**I.4) Type of the contracting authority**

Regional or local authority

**I.5) Main activity**

General public services

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**Section II: Object**

**II.1) Scope of the procurement**

**II.1.1) Title**

Main Programme Insurance

Reference number

Insurance/22/1

**II.1.2) Main CPV code**

- 66000000 - Financial and insurance services

**II.1.3) Type of contract**

Services

#### **II.1.4) Short description**

Ashford Borough Council is seeking a Supplier for the main Programme Insurance for insurances coverage and associated services. The Services have been divided into Lots and Suppliers are invited to bid for all or any of the Lots.

#### **II.1.6) Information about lots**

This contract is divided into lots: Yes

#### **II.1.7) Total value of the procurement (excluding VAT)**

Value excluding VAT: £1,100,000

### **II.2) Description**

#### **II.2.1) Title**

Material Damage, Business Interruption, Specified All Risks, Theft, Works in Progress

Lot No

1

#### **II.2.2) Additional CPV code(s)**

- 66000000 - Financial and insurance services

#### **II.2.3) Place of performance**

NUTS codes

- UKJ4 - Kent

#### **II.2.4) Description of the procurement**

Material Damage

? Fire, lightning and explosion

? Explosion

? Aircraft and other aerial devices or articles dropped from them

? Riot, civil commotion, strikers, locked-out workers or persons taking part in labour

disturbances or malicious persons acting on behalf of or in connection with any political organisation

? Riot, civil commotion, strikers, locked out workers or persons taking part in labour

disturbances or malicious persons

? Earthquake

? Subterranean fire

? Spontaneous Fermentation or Heating

? Storm or Flood

? Escape of water from any tank, apparatus or pipe

? Impact including Own Vehicles

Sprinkler Leakage

? Theft involving breaking into or out of the buildings at the premises by forcible or violent means

? Breakage or collapse of audio or visual communication apparatus

? Accidental breakage of fixed glass or fixed sanitary ware

? Accidental damage to supply pipes and cables serving the buildings

? Falling trees or branches

? Leakage of fuel oil from any fixed oil-fired installation including smoke and smudge

damage arising from defective vaporisation

Business Interruption

? Fire, lightning, explosion

? Explosion

? Aircraft or other aerial devices or articles dropped therefrom

? Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation

? Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons

? Earthquake

? Storm or Flood

? Escape of water from any tank, apparatus or pipe

? Impact including own vehicles

? Sprinkler Leakage

? Accidental breakage of fixed glass or fixed sanitary ware

Specified All Risks

Page 6 to 28

"All Risks" of accidental loss or damage, including theft and whilst in transit.

Theft

Theft involving:

? forcible and violent entry to or exit from any building at the premises or any attempt at such theft;

? personal violence or threat of personal violence to any employee.

Work in Progress

In the event of damage occurring during the period of insurance the insurer will pay to the

insured the value of the property insured at the time of the damage or the cost of repair of the damage or at the insurer's option reinstate or replace the property or any portion of it.

### **II.2.5) Award criteria**

Quality criterion - Name: Quality / Weighting: 45%

Price - Weighting: 55%

### **II.2.11) Information about options**

Options: No

## **II.2) Description**

### **II.2.1) Title**

Houseowner

Lot No

2

### **II.2.2) Additional CPV code(s)**

- 66000000 - Financial and insurance services

### **II.2.3) Place of performance**

NUTS codes

- UKJ4 - Kent

### **II.2.4) Description of the procurement**

Cover

? Fire, lightning, thunderbolt, explosion

? Riot, civil commotion, strikers, locked out workers or persons taking part in labour

disturbances or malicious persons

? Malicious persons

- ? Aircraft or other aerial devices or articles dropped from them
- ? Earthquake, subterranean fire
- ? Storm or flood
- ? Escape of water from any tank, apparatus or pipe
- ? Falling trees or branches
- ? Impact by any road vehicle or animal
- ? Theft (forcible/violent only)

Page 8 to 28

- ? Leakage of oil from any fixed oil-fired heating installation
- ? Breakage or collapse of TV or Radio Signalling apparatus
- ? Accidental breakage of fixed glass and fixed sanitary ware
- ? Accidental damage to fuel oil supply pipes, water gas supply pipes etc.
- ? Subsidence, ground heave or landslip

### **II.2.5) Award criteria**

Quality criterion - Name: Quality / Weighting: 45

Price - Weighting: 55

### **II.2.11) Information about options**

Options: No

## **II.2) Description**

### **II.2.1) Title**

Property Owners

Lot No

3

### **II.2.2) Additional CPV code(s)**

- 66000000 - Financial and insurance services

### **II.2.3) Place of performance**

NUTS codes

- UKJ4 - Kent

### **II.2.4) Description of the procurement**

Cover

? Fire, lightning and explosion

? Explosion

? Aircraft or other aerial devices or articles dropped from them

? Riot civil commotion strikers locked-out workers or persons taking part in labour

disturbances or malicious persons acting on behalf of or in connection with any political organisation

? Storm or flood

? Escape of water from any tank apparatus or pipe

? Impact by any road vehicle or animal not belonging to or under the control of the insured or any occupier of the premises or their respective employees

? Theft or attempted theft (forcible & violent entry to or exit from a building)

### **II.2.5) Award criteria**

Quality criterion - Name: Quality / Weighting: 45

Price - Weighting: 55

### **II.2.11) Information about options**

Options: No

## **II.2) Description**

### **II.2.1) Title**

Terrorism

Lot No

4

### **II.2.2) Additional CPV code(s)**

- 66000000 - Financial and insurance services

### **II.2.3) Place of performance**

NUTS codes

- UKJ4 - Kent

### **II.2.4) Description of the procurement**

Cover

Insurance of property against physical loss or physical damage occurring during the period of

the insurance caused by an Act of Terrorism and/or Sabotage.

### **II.2.5) Award criteria**

Quality criterion - Name: Quality / Weighting: 45

Price - Weighting: 55

### **II.2.11) Information about options**

Options: No

## **II.2) Description**

### **II.2.1) Title**

Employer's Liability, Public/Products Liability, Official Indemnity, Libel & Slander, Land

Charges, Professional Indemnity, Public Health Act

Lot No

5

**II.2.2) Additional CPV code(s)**

- 66000000 - Financial and insurance services

**II.2.3) Place of performance**

NUTS codes

- UKJ4 - Kent

**II.2.4) Description of the procurement**

Employer's Liability Cover

Page 12 to 28

Indemnity against legal liability to pay compensation for bodily injury, illness or disease

(including death) sustained by an employee arising out of and in the course of employment

by the insured in connection with the business and caused during the period of insurance.

Including:

a) Claimant's Costs and Expenses;

b) Defence Costs and Expenses - including:

i. costs incurred with the insurer's written consent in defending any claim for damages;

ii. costs incurred with the insurer's written consent for:

? representation at any coroner's inquest or fatal injury inquiry;

? defending in any court of summary jurisdiction any proceedings in respect of any act or omission;

relating to any event which may be the subject of indemnity.

## Public/Products Liability

### Cover

Indemnity in respect of all sums which the insured shall become legally liable to pay as damages in respect of:

- a) accidental injury to any person other than an employee;
- b) accidental damage to property;
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy, accidental interference with any right of air, light water or way, wrongful interference with goods;
- d) wrongful arrest or false imprisonment;

occurring during the period of insurance within the territorial limits in the business.

The insurer will also pay costs and expenses. Costs and expenses will be payable in addition

to the limit of indemnity other than in respect of any claim made or brought:

### Page 13 to 28

- a) in the United States of America or Canada or territories under their jurisdiction;
  - b) under or in consequence of any judgement or order in or under the laws of the United States of America or Canada or territories under their jurisdiction;
- where the limit of indemnity will be inclusive of costs and expenses.

## Officials Indemnity

### Cover

## Negligent and Accidental Acts or Omissions

Indemnity in respect of sums which the insured may become legally liable to pay as damages

for financial loss directly caused by a negligent and accidental act or omission committed or

alleged to have been committed within the territorial limits by an employee or member in the

normal execution of their duties for the business for which a claim is first made against the insured and is notified to the insurer during the period of insurance.

In addition the insurer will pay costs and expenses.

## Elections

In connection with the conducting of elections the insurer will indemnify the insured and at the insured's request any Returning Officer, Acting Returning Officer or Counting Officer against:

a) reasonable legal expenses necessarily incurred in connection with the defence of any proceedings brought against the insured or any Returning Officer, Acting Returning Officer

or Counting Officer;

b) the cost of holding another election in the event of the original election being declared invalid.

## Libel & Slander

## Cover

Indemnity in respect of all sums which the insured may become legally liable to pay as damages for:

a) libels appearing in any publications normal in the business by:

i. any member provided such publications were specifically authorised by the insured

Page 14 to 28

ii. any employee

b) slanders in oral utterances made by any member or employee arising out of and in the course of:

i. the discharge of official duties on behalf of the insured

ii. in the case of a member the insured's official business at meetings or of the insured or its

committees or subcommittees or any occasion when the member is specifically authorised

to represent the insured

for which a claim is first made against the insured and notified to the insurer during the period of insurance or within 12 months of this part ceasing to operate.

Land Charges

Cover

Indemnity in respect financial loss arising from or in consequence of any act, error, or

omission of the insured or any employee in respect of:

a) information provided or made available on questions of fact concerning land or buildings

in respect of which the insured are required to maintain and do maintain a register or other

records;

b) replies given to questions (other than questions of fact referred to above) added to the

approved printed form of enquiry and issued at the same time as the search certificate provided always that such replies are given subject to a disclaimer of liability in a form approved by the insurer

for which a claim is first made against the insured and is notified to the insurer during the period of insurance.

In addition, the insurer will pay costs and expenses.

### Professional Indemnity

#### Cover

Indemnity in respect of all sums which the insured may become legally liable to pay as damages for financial loss arising from breach of professional duty be reason of any negligent

act, error or omission committed or alleged to have been committed by an employee in providing the services within the territorial limits and for which a claim is first made against the insured and is notified to the insurer during the period of insurance.

#### Page 15 to 28

Including in addition Costs and Expenses.

### Public Health Act

#### Cover

Indemnity in respect of:

a) all sums which the insured becomes legally liable to pay under the terms of any legislation

pertaining to public health to any person who complies with a notice to cease such sums constituting:

i. the net loss of income sustained by any such person comprising:

1. the amount of any wage or salary;

2. any other earned income;

ii. damage to property of any such person;

b) compensation paid by the insured under the terms of Section 31(4) of the Public Health (Control of Disease) Act 1984;

provided always that such notice is served and the damage is ordered during the period of insurance.

### **II.2.5) Award criteria**

Quality criterion - Name: Quality / Weighting: 45

Price - Weighting: 55

### **II.2.11) Information about options**

Options: No

## **II.2) Description**

### **II.2.1) Title**

Crime

Lot No

6

### **II.2.2) Additional CPV code(s)**

- 66000000 - Financial and insurance services

### **II.2.3) Place of performance**

NUTS codes

- UKJ4 - Kent

## **II.2.4) Description of the procurement**

Cover

Employee Dishonesty

Loss arising from loss of assets resulting directly from any act of fraud or dishonesty committed on or after the retroactive date by an employee acting alone or in collusion with others which is first discovered during the period of insurance.

Computer Fraud and Funds Transfer Fraud

Loss by theft committed on or after the retroactive date which is first discovered during the period of insurance of:

a) assets due to any fraudulent or dishonest misuse or manipulation by a third party of the computer hardware, software programs or systems operated by the insured

Page 17 to 28

b) insured funds or those for which the insured is responsible at law from an account maintained by the insured at a financial institution following fraudulent electronic, telegraphic, cable, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the

insured but which are fraudulently altered, transmitted or issued by a third party or are a forgery.

Forgery and Counterfeiting

Loss occurring on or after the retroactive date which is first discovered during the period of

insurance:

a) of assets resulting from forgery

b) arising from the acceptance by the insured in good faith in exchange for money, goods or

services of any post office or express money order issued or purporting to have been issued

by any post office or express office if such money order is not paid on presentation

Including indemnity in respect of loss arising from counterfeiting.

### **II.2.5) Award criteria**

Quality criterion - Name: Quality / Weighting: 45

Price - Weighting: 55

### **II.2.11) Information about options**

Options: No

## **II.2) Description**

### **II.2.1) Title**

Personal Accident/Business Travel

Lot No

7

### **II.2.2) Additional CPV code(s)**

- 66000000 - Financial and insurance services

### **II.2.3) Place of performance**

NUTS codes

- UKJ4 - Kent

### **II.2.4) Description of the procurement**

Personal Accident Cover

If an insured person sustains accidental bodily injury during the operative time which within

two years solely and independently of any other cause results in death, disablement or the

incurring of medical expenses, insurers will pay the insured or, in the case of medical

expenses, the insured or an insured person the amount appropriate to the benefit shown in

the schedule.

Business Travel

Cover

? Overseas Medical Expenses, Travel Expenses and Emergency Repatriation Expenses

? Personal Property

? Money

? Electronic Business Equipment

? Cancellation, Curtailment, Rearrangement and Replacement Expenses

Page 19 to 28

? Kidnap

? Political and Natural Disaster Evacuation

? Legal Expenses

? Personal Liability

### **II.2.5) Award criteria**

Quality criterion - Name: Quality / Weighting: 45

Price - Weighting: 55

### **II.2.11) Information about options**

Options: No

## **II.2) Description**

### **II.2.1) Title**

Computer

Lot No

8

### **II.2.2) Additional CPV code(s)**

- 66000000 - Financial and insurance services

### **II.2.3) Place of performance**

NUTS codes

- UKJ4 - Kent

### **II.2.4) Description of the procurement**

Cover

Material Damage

? Accident (excluding breakdown, fire perils and residual breakdown)

Data and Information

? Accident

? Fire, lightning, explosion or aircraft or other aerial devices dropped from them

? Breakdown

? Denial of Access

? Failure of Electricity Supply

? Failure of Telecommunications

? Erasure

## Additional Expenditure

? Accident

? Fire, lightning, explosion or aircraft or other aerial devices dropped from them

? Breakdown

? Denial of Access

? Failure of Electricity Supply

Page 21 to 28

? Failure of Telecommunications

? Erasure

### **II.2.5) Award criteria**

Quality criterion - Name: Quality / Weighting: 45

Price - Weighting: 55

### **II.2.11) Information about options**

Options: No

## **II.2) Description**

### **II.2.1) Title**

Engineering Inspection/Insurance

Lot No

9

### **II.2.2) Additional CPV code(s)**

- 66000000 - Financial and insurance services

### **II.2.3) Place of performance**

NUTS codes

- UKJ4 - Kent

#### **II.2.4) Description of the procurement**

Cover

Inspection service

Provide the Council with an inspection service for plant within normal working hours at the sites shown in the plant schedules.

#### **II.2.5) Award criteria**

Quality criterion - Name: Quality / Weighting: 45

Price - Weighting: 55

#### **II.2.11) Information about options**

Options: No

### **II.2) Description**

#### **II.2.1) Title**

Motor Fleet

Lot No

10

#### **II.2.2) Additional CPV code(s)**

- 66000000 - Financial and insurance services

#### **II.2.3) Place of performance**

NUTS codes

- UKJ4 - Kent

#### **II.2.4) Description of the procurement**

Cover

Comprehensive

Use

Use for social domestic and pleasure and the business of the Council.

Drivers

Any authorised licensed driver.

### **II.2.5) Award criteria**

Quality criterion - Name: Quality / Weighting: 45

Price - Weighting: 55

### **II.2.11) Information about options**

Options: No

## **II.2) Description**

### **II.2.1) Title**

Package

Lot No

11

### **II.2.2) Additional CPV code(s)**

- 66000000 - Financial and insurance services

### **II.2.3) Place of performance**

NUTS codes

- UKJ4 - Kent

### **II.2.4) Description of the procurement**

This Lot comprises the following lots only:

1 Material Damage

? Business Interruption

? Specified All Risks

? Theft

? Works in Progress

2 Houseowner

Page 25 to 28

3 Property Owners

5 Employer's Liability

? Public/Products Liability

? Officials Indemnity

? Libel & Slander

? Land Charges

? Professional Indemnity

? Public Health Act

6 Crime

10 Motor Fleet

### **II.2.5) Award criteria**

Quality criterion - Name: Quality / Weighting: 45

Price - Weighting: 55

### **II.2.11) Information about options**

Options: No

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## **Section IV. Procedure**

### **IV.1) Description**

#### **IV.1.1) Type of procedure**

Open procedure

#### **IV.1.8) Information about the Government Procurement Agreement (GPA)**

The procurement is covered by the Government Procurement Agreement: Yes

### **IV.2) Administrative information**

#### **IV.2.1) Previous publication concerning this procedure**

Notice number: [2022/S 000-034159](#)

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## **Section V. Award of contract**

### **Title**

Main Programme Insurance

A contract/lot is awarded: Yes

### **V.2) Award of contract**

#### **V.2.1) Date of conclusion of the contract**

1 April 2023

#### **V.2.2) Information about tenders**

Number of tenders received: 7

The contract has been awarded to a group of economic operators: No

#### **V.2.3) Name and address of the contractor**

Zurich Insurance Company Ltd

Hampshire

Country

United Kingdom

NUTS code

- UKJ3 - Hampshire and Isle of Wight

Companies House

BR000105

The contractor is an SME

No

**V.2.4) Information on value of contract/lot (excluding VAT)**

Initial estimated total value of the contract/lot: £1,100,000

Total value of the contract/lot: £738,886.09

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## Section VI. Complementary information

### VI.4) Procedures for review

#### VI.4.1) Review body

Public Procurement Review Service

Cabinet Office

London

Email

[publicprocurementreview@cabinetoffice.gov.uk](mailto:publicprocurementreview@cabinetoffice.gov.uk)

Telephone

+44 3450103503

Country

United Kingdom

Internet address

<https://www.gov.uk/government/publications/public-procurement-review-service-scope-and-remit>